



## NOTICE OF SOLICITATION

**SERIAL 04110-RFP**

REQUEST FOR PROPOSALS: **CLAIMS PROCESSING THIRD PARTY ADMINISTRATOR (TPA) - CHS (NIGP 94649)**

Notice is hereby given that sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T on **AUGUST 09, 2004** for the furnishing of the following for the Judicial Branch Unit, and the proposals will be opened by the Materials Management Director or their designated representative at an open, public meeting at the above time and place.

All proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked, "**SERIAL 04110 -RFP REQUEST FOR PROPOSALS FOR CLAIMS PROCESSING THIRD PARTY ADMINISTRATOR (TPA) – CHS (NIGP 94649).**"

The Judicial Branch Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protests concerning this request for proposals must be filed with the Procurement Officer in accordance with Section 7.04 of the Code.

**BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT  
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS  
MANAGEMENT CENTER**

**INQUIRIES:**

**STAN FISHER  
SENIOR PROCUREMENT CONSULTANT  
TELEPHONE: (602) 506-3274**

**THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE HELD ON JULY 20, 2004, 9:00 A.M.  
AT THE CORRECTIONAL HEALTH ADMINISTRATIVE OFFICES, SUITE 720, LOCATED AT 111 W.  
MONROE STREET, PHOENIX, AZ 85003.**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND ARE AVAILABLE FOR  
VIEWING AND/OR DOWNLOAD AT THE FOLLOWING INTERNET ADDRESS:**

**<http://www.maricopa.gov/materials/advbd/advbd.asp>**

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**NO RESPONSE**

Vendors not responding to this bid or proposal are asked to complete this document and return it to Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003-2494 or fax to 602/258-1573.

**MARK OUTSIDE ENVELOPE "SERIAL 04110-RFP"**

Responses must be received **BY 2:00 P.M., AUGUST 09, 2004**. Vendors failing to submit a bid or proposal, or this document may be subject to removal from the Maricopa County Materials Management Vendor List.

SERIAL 04110-RFP

TITLE: **CLAIMS PROCESSING THIRD PARTY ADMINISTRATOR (TPA) -  
CHS (NIGP 94649)**

=====

PROPOSER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

REASON FOR NO BID:

- \_\_\_ Insufficient Time
- \_\_\_ Do not handle product/service
- \_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CLAIMS PROCESSING THIRD PARTY ADMINISTRATOR (TPA) – CHS (NIGP 94649)**

**1.0 INTENT:**

- 1.1 To procure the services of a qualified contractor to implement a Claims Processing Third Party Administrator (TPA) System. The intent of CHS is to enter into a contractual arrangement that will provide necessary equipment, hardware, software, personnel and facilities to provide a comprehensive outsourced Claims Processing System.
- 1.2 In fiscal year ending June 30, 2004, CHS estimates 5,000 claims to be paid to external healthcare providers. Inpatient claims will account for approximately 900 of these claims.
- 1.3 The services will be provided for present and future Maricopa County jail and detention facilities, Correctional Health facilities and other approved sites.
- 1.4 **CONTRACTOR QUALIFICATIONS:**

Contractors submitting proposals in response to this RFP must have at least five (5) years experience in providing claims processing Third Party Administration. Special consideration may be given to contractors who have provided similar services in a correctional institution similar to, or larger than, the County's project.

**2.0 SCOPE OF WORK:**

**2.1 BACKGROUND:**

Correctional Health Services (CHS) provides healthcare services for eligible clients incarcerated by the Maricopa County Sheriff's Office. Average eligible client population is 9,000 with an average length of incarceration of 23 days. Approximately 140,000 of those arrested are booked annually. Daily eligible client population is estimated to be around 12,000 with the expansion of the two- (2) new facilities in 2004.

The vast majority of healthcare services are provided by internal CHS healthcare staff which includes: physicians, nurse practitioners, physician assistants, dentists, psychiatrists, psychologists, counselors, RN's, LPNs, medical assistants, and x-ray technicians. However, contracted external providers (see Exhibit 2 for covered services and delivery location) deliver specialty care and acute hospital care services. See Exhibit 3 for a responsibility matrix that outlines the requirements desired by CHS for external provider claims adjudication.

CHS has historically utilized Maricopa County Health Care Mandates (HCM) to provide claims processing for eligible clients in the Maricopa County jail system. Utilizing HCM has not allowed CHS to adequately control reimbursement to contracted providers.

Increasing eligible client population, rising medical costs and a need to better manage the cost of medical care dictate a sense of urgency to provide an effective claims processing capability. CHS may continue to strive towards developing this capability internally; however, in the interim, services of a Third Party Administrator are necessary.

**2.2 DESIRED GOALS/INTENTIONS:**

2.2.1 CHS needs to adapt and quickly move forward with building an infrastructure to support future growth of comprehensive medical management and reimbursement for medical services.

2.2.2 Claims.

2.2.2.1 CHS has an obligation to protect Maricopa County from increased cost from inappropriate provider claim submissions.

2.2.2.2 CHS staff must ensure accurate, efficient and consistent claims workflow and adjudication through fair and prompt consideration to every claim. Claims determination and reimbursement are made according to the terms and provisions of provider contracts, inmate benefits, ancillary contract agreements, county, state and federal regulations and established CHS administrative procedures.

2.2.2.3 Claim records must be maintained as privileged and confidential (voluntarily HIPAA compliant) in a storage area with easy retrieval ability. CHS staff must access the client's eligibility file, provider file, and prior authorization file, which typically includes concurrent review activities of admissions through discharge hospital days.

2.2.3 CHS needs a strong business - based infrastructure to support the existing and new clinical technologies that are being developed (telemedicine and electronic medical record). The new technologies are intended for rapid implementation and it is imperative that CHS have the internal infrastructure to manage all of the operational components of the medical management program.

2.2.4 Third Party Administration.

Utilizing the services of a TPA can be implemented in a timely manner and would be responsive to CHS' current needs and its future growth. TPAs are capable of handling multiple lines of business and can respond to the needs of CHS.

## 2.3 DEFINITIONS:

2.3.1 **"Agency"** means the Maricopa County Correctional Health Services.

2.3.2 **"Ancillary Care"** means x-rays, laboratory, ambulance, transportation, pharmacy services, therapies, dialysis, and other medically related services.

2.3.3 **"Appeal"** means a request for a standard or expedited reconsideration of the denial of a requested service or payment of a service.

2.3.4 **"Arizona Health Care Cost Containment System"** (AHCCCS) means Arizona's Medicaid Program and the State's Health Care Program for persons who do not qualify for Medicaid.

2.3.5 **"Arizona Long Term Care System (ALTCS)"** means a component of AHCCCS, which, in addition to acute care and behavioral health services, provides long term care services and case management to eligible elderly and/or physically disabled (E/PD) members and developmentally disabled (DD) members, through contractual and other arrangements.

2.3.6 **"Authorization/Prior Authorization"** means an administrative process whereby CHS reviews and approves requested services determined to be medically necessary and appropriate.

2.3.7 **"Authorization Number"** means the reference or tracking number issued by CHS' "Authorization Unit" for a specific service or group of services.

2.3.8 **"Authorization Unit"** means CHS' management component responsible for service authorization, consultation and tracking.

2.3.9 **"Beneficiary"** means any person designated by, or on behalf of, a Payer or funder as eligible to receive Covered Services under a Payer Contract.

- 2.3.10 **“Benefit Plan”** means the health care services for which an inmate is eligible and the conditions and circumstances under which payment will be made for such services on behalf of the inmate.
- 2.3.11 **“Billed Charges”** means the dollar amount billed by a provider for rendering services to an inmate or Patient.
- 2.3.12 **“Capitation”** means the per capita payment for providing specific covered health services to a defined population over a set period of time.
- 2.3.13 **“Centers for Medicare and Medicaid Services”** (CMS) means the federal agency, within the Department of Health and Human Services, that administers Medicare and Medicaid.
- 2.3.14 **“Claims Administrator”** means the person designated by the CHS Director to monitor claims status and compliance.
- 2.3.15 **“Clean Claim”** means one that can be processed without obtaining additional information from the provider of the service or from a third party. It does not include a claim from a provider who is under investigation for fraud or abuse.
- 2.3.16 **“Concern”** means an alleged issue involving direct patient care which may have resulted in an adverse event or has the potential to result in an adverse event.
- 2.3.17 **“Contract”** means this document and all its attachments and amendments hereto, including where applicable, contractors’ Proposal.
- 2.3.18 **“Contractor”** means the person, firm or organization listed on the Cover Page of this Contract.
- 2.3.19 **“Contract Administrator”** means the person designated by the CHS Director to monitor Contract status and compliance.
- 2.3.20 **“Correctional Health Services”** (CHS) means a department of Maricopa County that provides health care services to inmates detained in Maricopa County jail and detention facilities.
- 2.3.21 **“County”** refers to Maricopa County.
- 2.3.22 **“Covered Services”** means those services and supplies payable under AHCCCS, Medicare, a Health or Benefit Plan, an insurance, payer, grant agreements or a Payer Contract that are, if applicable, pre-authorized and provided to an inmate as part of a specified Benefit Plan.
- 2.3.23 **“Department”** means any Department of Maricopa County.
- 2.3.24 **“Director”** refers to the Department Head of Correctional Health Services.
- 2.3.25 **“Eligible Clients”** means any individual authorized to receive health care services through Correctional Health Services.
- 2.3.26 **“Emergency Medical Condition”** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (1) serious jeopardy to the health of the individual (or an unborn child); (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.

- 2.3.27 **“Emergency Services”** means covered inpatient or outpatient services that are: (1) furnished by a qualified provider and (2) needed to evaluate or stabilize an emergency medical condition.
- 2.3.28 **“Emergency Medical Services”** means services provided after the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in: (1) placing the patient’s health in serious jeopardy; (2) serious impairment of bodily functions; or (3) serious disjunction of any bodily organ or part.
- 2.3.29 **“Explanation of Benefits” (EOB)** means a remittance advice (record of claim) that is sent to the Provider after the claim is filed and processed, reporting the member that was served, the Provider providing the service, the date of service, the charges billed by the provider, the amount allowed (paid), and how deductibles, co-insurance or benefit maximums were applied.
- 2.3.30 **“Fraud”** means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable state or federal law.
- 2.3.31 **“Go-Live”** means the date when the Proposer’s System is 100% production ready, the Proposer’s System is being used by all CHS users to perform their day-to-day functions in the live environment.
- 2.3.32 **“Grievance”** means a complaint concerning an adverse action, decision, or policy by Contractor, its sub-contractor, non-contracted provider or CHS, presented by an individual or entity.
- 2.3.33 **“Non-Covered Services”** means all services that are other than Covered Services.
- 2.3.34 **“Provider”** means any person, group or organization that delivers primary or specialty care services, or other health care or health related services including: hospitals, providers of post acute and ancillary services, and who provide Covered Services to eligible clients.
- 2.3.35 **“Specialty Care Provider”** means a qualified Provider who practices a specific medical or surgical specialty and who contracts for various health care services for the purpose of providing Covered Services in their specialty.
- 2.3.36 **“Subcontractor”** means a sub-contractor to the Contractor for performance under this Contract.
- 2.4 COUNTY/AGENCY RESPONSIBILITIES:
  - 2.4.1 CHS may continue to develop the operational areas required for implementing a TPA at CHS.
  - 2.4.2 Identify CHS’ administrative staffing requirements in order to work with the TPA. Identify gaps (personnel shortages and level of expertise required) and requisition personnel as necessary.
  - 2.4.3 CHS shall identify a consistent corps of CHS/County staff to act as a resource group to identify requirements, processes and provide information as required.
  - 2.4.4 CHS shall designate a Claims Administrator to assist Contractor with all administrative requests. Claims Administrator will also act as focal point for the coordination of fact-finding sessions within CHS, other County Departments and sections responsible for which “System” integration is required.
  - 2.4.5 CHS’ Claims Administrator shall approve the TPA’s claim audit specifications.

2.5 CONTRACTOR RESPONSIBILITIES:

- 2.5.1 Provide comprehensive, outsourced, claims processing and administrative services. (See Exhibit 4)
- 2.5.2 Proposed services will support the following business processes:
  - 2.5.2.1 Provider Services/Contracts.
  - 2.5.2.2 Benefits Management.
  - 2.5.2.3 Claims Management.
  - 2.5.2.4 Finance.
  - 2.5.2.5 Prior Authorization.
  - 2.5.2.6 Correspondence.
  - 2.5.2.7 Reporting.
- 2.5.3 Proposer *will provide the Total System*, e.g. system analysis, planning, testing, installation, interface development, system documentation and training. CHS currently has no system of its own in place.
- 2.5.4 Provided services will be **100% functional** no later than **60 days** after the Contract execution date. ***Contractor is subject to a fine of \$500.00 per day in excess of the 60 days to become 100% operational.***
- 2.5.5 Proposer will be able to interface with CHS' technology as they are identified and implemented.
- 2.5.6 Proposer will provide CHS' users with 24 hour x 7-day customer support and system maintenance.
- 2.5.7 Proposer will comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
- 2.5.8 *Claims Management* – Contractor will:
  - 2.5.8.1 Accommodate a unique alphanumeric identifier (booking number) for each eligible client.
  - 2.5.8.2 Capture all UB92, CMS1500, Universal Drug Form C and American Dental Association Dental Form D claims data elements manually and electronically.
  - 2.5.8.3 Adjudicate (pay, pend, deny) a claim based on the date of service, eligibility, eligibility of client for the date of service, authorized service, and authorized service plan of treatment.
  - 2.5.8.4 Provide table driven edits of claims, based on appropriate analysis of the following codes as specified by the plan benefit: Current Procedural Terminology (CPT4) code; International Classification of Disease 9<sup>th</sup> Revision (ICD9) diagnosis and procedure; Diagnosis Related Group (DRG); category of service; provider type; revenue code, member type; referral or authorization, bill type; and place of service.



- 2.5.8.5 Determine appropriate payment based on Third Party Liability (TPL), COB, share of cost, other insurance, plan benefit and link to claim processing function edits.
- 2.5.8.6 Track and report TPL (subrogation) by inmate by claim (date of service).
- 2.5.8.7 Provide a reporting capability for “Reason for Denial”.
- 2.5.8.8 Calculate and include interest on claims that are paid outside of the pre-defined aging requirements.
- 2.5.8.9 Calculate and include discounts on claims paid promptly with pre-defined aging requirements.
- 2.5.8.10 Provide weekly claims inventory report to CHS’ Claims Administrator, with detailed information regarding the aging of claims on hand and estimated liability amounts associated with those claims.
- 2.5.8.11 Contractor’s Claims Administration Program will stipulate Contractor staffing rates, quality and timeliness standards for providing claims services.
- 2.5.8.12 Process and pay all claims for eligible clients, including subrogation and coordination of benefits, and use letterhead, designating Contractor as a subcontractor to Correctional Health Services.
- 2.5.8.13 Provide to a Payee a written, user-friendly remittance notice, itemizing all paid claims to the subcontractor or service provider. A copy of each remit will be sent to CHS.
- 2.5.8.14 Should the Contractor disallow any claim or portion thereof, the Contractor shall provide a written remittance notice itemizing the amount of and reason for any disallowance and shall afford the subcontractor or service provider the opportunity to resubmit the corrected or adjusted claims for payment.
- 2.5.8.15 Contractor will provide Claims Research Call Center services to all subcontractor or service providers to research and respond to claims inquiries.
- 2.5.8.16 Contractor will provide claim resolution services to subcontractors or service providers in the event the subcontractors or service providers disagree with the resolution on the disposition of claims.
- 2.5.8.17 Contractor shall be responsible for the production of all applicable tax reporting documents (e.g. 1099s) for providers. Contractor shall be responsible for all penalty/interest assessments associated with noncompliance.
- 2.5.8.18 Contractor will comply with claim audit standards for the medical plan, as enumerated below. CHS will be authorized to monitor compliance on an account specific basis. Such performance shall be documented and reported by Contractor’s internal audit on a quarterly basis and shall be subject to periodic independent audits at the request of CHS.
  - 2.5.8.18.1 Payment of 90% of all claims within 30 working days of receipt.

- 2.5.8.18.2 A payment error rate of 5% or less. The sample size for such calculation shall be 200 claims if the error rate is 5% or less and 300 claims if it is more than 5%.
- 2.5.8.18.3 An average gross dollar error rate (overpayments and underpayments of 1.5% or less. Overpayments and underpayments will be immediately adjusted with the proper charges and credits given to CHS' account.
- 2.5.8.19 CHS reserves the right to audit the Contractor's claim processing, payment and membership records, with reasonable notice.

The Contractor, by submitting a proposal in response to these specifications, acknowledges CHS' right to select the auditors, and further agrees to cooperate fully with such auditors and waive any and all fees associated with providing access to CHS' claim records including use of the Contractor's staff time to assist in the audit. The audits may include, but not limited to:

- 2.5.8.19.1 Determinations of any mathematical errors in computation.
- 2.5.8.19.2 Determinations that only eligible inmates have had claims honored.
- 2.5.8.19.3 Review of hospital, laboratory, physician and other provider charges per service.
- 2.5.8.19.4 Review of turnaround time in claim processing.
- 2.5.8.20 The audits may be conducted during the Contract period and/or upon completion of the Contract period and/or following submission of the final report by the Contractor at the discretion of CHS.
- 2.5.8.21 If, at any time, CHS has a reasonable belief that it is being systematically overcharged or double billed under the Contract, or that any other significant accounting irregularities exist, CHS may conduct or hire an agent to conduct an audit of the Contractor's books and records with respect to this Contract. Such audit shall be undertaken at Contractor's expense.

2.5.9 *Technology Specifications* - Contractor will:

- 2.5.9.1 Meet AHCCCS, HIPAA, and CMS requirements.
- 2.5.9.2 Provide reporting capabilities on customer defined fields and screens. TPA will allow CHS to obtain defined reports.
- 2.5.9.3 Provide customer service performance standards that must be agreed to by CHS.

2.5.10 *Provider Services/Contracts* – Contractor will:

- 2.5.10.1 Maintain provider (registration) information for contracted, non-contracted and employee providers.
- 2.5.10.2 Provide a process to allow CHS to add, change and terminate providers.
- 2.5.10.3 Link physicians/providers and physician group practices to one (1) physician group number and/or contract number.
- 2.5.10.4 Handle multiple provider types including medical, ancillary and mental health.

2.5.11 *Medical Management* – Contractor will:

- 2.5.11.1 Utilize DRG, ICD-9 Diagnosis and Procedure Codes, CPT4 Codes, Health Care Procedural Coding System (HCPCS) Codes, and UB Revenue Codes to coincide with their effective dates. Prior versions will remain available for prior periods.
- 2.5.11.2 Provide tracking and daily reporting of hospital utilization, specialized clinic utilization, emergency department utilization and hospital readmission.

2.5.12 *Reporting* – Contractor will:

- 2.5.12.1 Have a reporting tool designed for use by non-technical end users and preferably is based on standard SQL rather than a proprietary language.
- 2.5.12.2 Provide CHS access to Data Warehouse for user-friendly and prompt reporting capabilities or provide the reports directly as requested.

2.5.13 *Comply* with any future regulatory requirements.

2.5.14 *Receive* electronic claims encounters and transmit eligibility information to/from external sources electronically.

2.5.15 Provide *an* uploadable file or real-time interface summary of paid claims journal entries to CHS' Claims Administration.

2.5.16 Accommodate user and product line expansion including adding Benefit Plans or Payers and *inmates*.

2.5.17 *Provide* a validation mechanism to track all records successfully transmitted into and rejected by the system.

2.5.18 *Validate* all data being sent to any external parties to ensure it meets specifications.

2.5.19 *Prior Authorization* – Contractor will:

- 2.5.19.1 Provide integrated authorization/medical management system capabilities to allow CHS Authorization staff to pre-certify medical services.
- 2.5.19.2 Allow authorizations of variable quantity or within a specific time frame.
- 2.5.19.3 Allow CHS staff to enter specific tier levels of inpatient care and inpatient days approved and/or denied in authorization.
- 2.5.19.4 Allow CHS staff to enter member notes tied either to a member or to a specific authorization and to enter claim notes for claims to review.
- 2.5.19.5 Allow CHS staff to access membership data and authorization history (in ascending order, descending order and by date) from the authorization function. Generate a report on real-time display that will track changes made to authorizations.
- 2.5.19.6 Allow authorized user to report authorizations by user.

2.5.20 *Implementation* – Contractor will:

Successful contractor will implement CHS in a timely fashion and will be measured using the following operational milestones and will put a certain portion of their reimbursement at risk for completion of such tasks by the effective date of the contract (unless the effective date is less than 60 days after award):

2.5.20.1 Setting up the eligibility data.

2.5.20.2 Setting up the benefit plans and corresponding benefit terms.

2.5.20.3 Setting up the provider, contracts, corresponding contract terms and network relationships.

2.5.20.4 Correctly identifying services that need to be pre-authorized/pre-certified.

2.5.20.5 Establishing the claims edits or business rules.

2.5.20.6 Transaction/coordination of care issues/procedures are implemented correctly.

2.5.20.7 Accurately paying in-network and out-of-network claims.

2.5.20.8 Accurate provider remittances and reports.

2.5.21 The Contractor shall provide safeguards, safety devices (make reasonable accommodations), protective equipment and take any other needed actions, as determined by either the Contractor or the County, reasonable to protect the life and health of employees on the job.

2.5.22 The *Contractor* and employees shall conduct only such business as covered by a resultant Contract during the period paid for by the Department. Any business not directly related to the resultant Contract will not be conducted at CHS facilities.

2.5.23 The Contractor and its employees shall fully comply with all County physical and electronic security procedures while Contract is valid.

2.5.24 Off-site facilities or equipment required for procurement, development, or testing, at no *expense* to CHS, will be the responsibility of the Contractor.

2.5.25 The *Contractor* agrees to work collaboratively with CHS in the collecting and reporting of data and in the development of indicators to be measured.

2.5.26 *Contractor* is responsible for all travel and associated expenses incurred.

2.5.27 *Contractor* is encouraged to establish a local office in Maricopa County to facilitate administration of the TPA.

2.5.28 *Contractor* is required to protect patient confidentiality in accordance with local, state and federal policy and statutes.

2.5.29 *Retention of Records.*

The Contractor agrees to retain all files, books and documents pertaining to this Contract for five (5) years after termination of contract or as mandated by state and federal policy and statutes.

**2.6 FINANCE:**

**2.6.1 Claim Payment.**

- 2.6.1.1 Contractor will set up an account to be funded via wire transfer by Maricopa County. The account will begin with \$100,000 and be replenished via wire transfer by the amount of the check registers that the Contractor provides CHS' Claims Administrator, or designated representative, on a weekly basis. At the end of the Contract, Contractor will close the account and refund the original \$100,000.
- 2.6.1.2 Contractor will fax the check register on Friday afternoons, when all of the checks have been issued for the week, to CHS' Claims Administrator, or designated representative. The check register is a listing of all medical claims payments that the Contractor has made in that week. The check register will contain the check numbers, check amount, issue date, the claim numbers, claimant name, booking numbers, date of service, type of service, payee, and a total of all checks issued in the week to be replenished by Maricopa County.
- 2.6.1.3 The Contractor will also send an electronic version in Microsoft Excel of the check register described in this Section on Friday afternoons via e-mail to CHS' Claims Administrator or designee.
- 2.6.1.4 On Monday mornings, Maricopa County will replenish the account via wire transfer by the amount of the check register that was provided by the Contractor the previous Friday afternoon.
- 2.6.1.5 The Contractor will do a reconciliation of the account on a monthly basis and provide the results to Maricopa County with a courtesy copy to CHS' Claims Administrator or designee.
- 2.6.1.6 The Contractor will provide monthly invoices of their claims administration service fees with adequate back up documentation to Maricopa County. Invoices will be due to Maricopa County by the 10<sup>th</sup> of each month. The Contractor will also provide projections of claims administration fees when requested for budgeting purposes.
- 2.6.1.7 The Contractor will provide a monthly summary report to Maricopa County that shows the total paid, total outstanding reserve balance and total incurred at the end of each month and the end of the fiscal year. Summary reports are due Maricopa County by the 10<sup>th</sup> of the month or the 10<sup>th</sup> day following the end of the fiscal year.
- 2.6.1.8 The Contractor will provide remittance advices for external providers/ /facilities/clinics, as needed.

**2.6.2 Administrative Fee.**

- 2.6.2.1 As stated above, the Contractor will submit an invoice for services performed on a monthly basis. Invoices will be received by the 10<sup>th</sup> of each month. Invoices will be submitted to:

Correctional Health Services  
Attn: CHS Claims Administrator  
111 W Monroe, Suite 900  
Phoenix, AZ 85003

2.6.2.2 Invoices for administrative services must be submitted each month for services rendered the previous month .to Maricopa County.

2.6.2.3 Each invoice submitted to CHS for payment *must have* the following information:

2.6.2.3.1 Inmate name.

2.6.2.3.2 Inmate booking number.

2.6.2.3.3 Type of service.

2.6.2.3.4 Date of service.

2.6.2.3.5 Date claim paid.

2.6.2.3.6 Contracted bid rate.

2.6.2.3.7 Total amount charged.

2.6.2.3.8 Total amount paid.

2.6.2.4 The Contractor understands and agrees that CHS will not honor any claim for payment that is submitted later than 30 days after the date of service.

2.6.2.5 All invoices must be submitted to CHS' Claims Administrator 30 days after the expiration date of the Contract.

**2.7 USAGE REPORT:**

The Contractor shall furnish the County a monthly usage/activity report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

**2.8 TAX:**

No tax shall be levied against labor. Proposal pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

**2.9 DELIVERY:**

It shall be the Contractor's responsibility to meet the County's service requirements, as called for in the Scope of Work. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make service requirements and any price differential will be charged against the Contractor.

**3.0 SPECIAL TERMS & CONDITIONS: CONTRACT TERMS & CONDITIONS:**

**3.1 CONTRACT LENGTH:**

This Request for Proposals is for awarding a firm fixed price contract to cover one (1) year period.

**3.2 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of five (5), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

### 3.3 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

#### 3.3.1 Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

#### 3.3.2 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or

self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.3.2.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.3.2.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.3.2.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.



**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.3.3 Certificates of Insurance.

3.3.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.3.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.3.3.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

3.5 SCHEDULE OF EVENTS

Request for Proposals Issued:

7/2/04

Deadline for written questions (72 hours after Pre-Proposal meeting). No questions will be responded to prior to the Pre-Proposal Conference. All questions must be submitted to [sfisher@mail.maricopa.gov](mailto:sfisher@mail.maricopa.gov) and be received by 9:00 A.M July 23, 2004, Arizona time. All questions and answers will be distributed VIA e-mail to pre-proposal meeting attendees and posted to [www.maricopa.gov](http://www.maricopa.gov) with the original solicitation.

Deadline for submission of proposals is 2:00 P.M., MST, on **AUGUST 09, 2004**. All proposals must be received before 2:00 P.M. on the above date at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, AZ 85003.

**-ALL DATES LISTED BELOW ARE TENTATIVE DATES-**

Proposed review of Proposals and short list decision:	<u>8/23/04</u>
Proposed Proposer presentations: (if required)	<u>8/30/04</u>
Proposed selection and negotiation:	<u>9/3/04</u>
Proposed Best & Final (if required)	<u>9/10/04</u>
Proposed award of Proposal:	<u>10/06/04</u>

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Proposer by parties other than the county.

**3.6 PRE-PROPOSAL CONFERENCE**

**THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON JULY 20, 2004, 9:00 A.M., AT THE CORRECTIONAL HEALTH ADMINISTRATIVE OFFICES, 111 W. MONROE ST., PHOENIX, AZ 85003**

**3.7 INQUIRIES AND NOTICES:**

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274  
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

TOM TIMMONS, CONTRACT ADMINISTRATOR, CHS, 602-506-5579

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

**3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:**

Proposers are to provide **one (1) original (labeled), PLUS FIVE (5) COPIES (LABELED AS SUCH) PLUS ONE ELECTRONIC COPY ON A CD OR 3.5' DISK** of their proposal. **Proposers are to address proposals identified with return address, serial number and title in the following manner:**

**Maricopa County Department of Materials Management  
320 W. Lincoln St.  
Phoenix, AZ 85003**

**SERIAL 04110 – RFP**  
**CLAIMS PROCESSING THIRD PARTY ADMINISTRATOR (TPA) – CHS (NIGP 94649)**

Proposals must be signed by a corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

3.9 EXCEPTIONS TO THE SOLICITATION:

The Proposer shall identify and list all exceptions taken to all sections of 04110 – RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Proposer's exception. The Proposer will list these exceptions in the Best and Final Proposal under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 04110- RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 04110 – RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them outright.

3.10 GENERAL CONTENT:

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

3.11 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below:

3.11.1 Letter of Transmittal (Exhibit 1)

3.11.2 Table of Contents

3.11.3 Brief introduction and summary – This section shall contain an outline of the general approach utilized in the proposal.

3.11.4 Proposal – Your proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing your best offer. Additional related services should be incorporated into the proposal, if applicable.

3.11.5 Personal Qualifications – Support personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, and an estimate of the time each would devote to this program, and other pertinent information.

3.11.6 Proposal exceptions

3.11.7 Pricing (Attachment A)

3.11.8 Other data

3.11.9 Agreement (Attachment B)

3.11.10 References (Attachment C)

3.11.11 Vendor Information (Attachment D)

3.11.12 M/WSBE Forms (Attachments E, F and G)

3.11.13 Current/Terminated Contracts (Exhibit 6)

**3.12 EVALUATION OF PROPOSAL – SELECTION FACTORS:**

A Proposal Analysis Committee shall be appointed, chaired by the Materials Management Department, to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Proposer(s). Proposals will be evaluated on the following criteria which are listed RANK order.

3.12.1 Proven skills and technical competence.

3.12.2 Years of demonstrable successful experience.

3.12.3 Approach and philosophy.

3.12.4 Credential of management staff.

3.12.5 Methodology and approach.

3.12.6 ASO/Cost of services.

**3.13 POST AWARD MEETING:**

The successful Proposer(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Consultant of the Contract.

**NOTE: PROPOSERS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS.**

**ATTACHMENT A**

**PRICING**

SERIAL 04110 - RFP

PRICING SHEET S0793909 B0700124 (NIGP 94649)

BIDDER NAME: \_\_\_\_\_  
F.I.D./VENDOR #: \_\_\_\_\_  
BIDDER ADDRESS: \_\_\_\_\_  
P.O. ADDRESS: \_\_\_\_\_  
BIDDER PHONE #: \_\_\_\_\_  
BIDDER FAX #: \_\_\_\_\_  
COMPANY WEB SITE: \_\_\_\_\_  
COMPANY CONTACT (REP): \_\_\_\_\_  
E-MAIL ADDRESS (REP): \_\_\_\_\_

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_ YES \_\_\_\_ NO

ACCEPT PROCUREMENT CARD: \_\_\_\_ YES \_\_\_\_ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: \_\_\_\_ YES \_\_\_\_ NO \_\_\_\_ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_\_\_ YES \_\_\_\_ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO CHOOSE ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

**BIDDER SHALL INITIAL THE SELECTION BELOW.**

NET 10 \_\_\_\_\_  
NET 15 \_\_\_\_\_  
NET 20 \_\_\_\_\_  
NET 30 \_\_\_\_\_  
NET 45 \_\_\_\_\_  
NET 60 \_\_\_\_\_  
NET 90 \_\_\_\_\_  
2% 10 DAYS NET 30 \_\_\_\_\_  
1% 10 DAYS NET 30 \_\_\_\_\_  
2% 30 DAYS NET 31 \_\_\_\_\_  
1% 30 DAYS NET 31 \_\_\_\_\_  
5% 30 DAYS NET 31 \_\_\_\_\_

**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this Contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ATTACHMENT A

PRICING

**ITEM DESCRIPTION**

---

ITEM DESCRIPTION 1.0

***Proposers shall clearly and fully state and define all fees/compensation, in full compliance with their proposal .  
Please define the fees, state the compensation or fee, using the format listed below, as an example.  
Use laymen's terms to define all fees.***

---

Example

	FEE
	\$
1. Definition of service provided.....	

---

ATTACHMENT B

AGREEMENT

The Offerors hereby certify that they have read, understand, and agree that acceptance by The Presiding Judge of the Offeror's offer by the issuance of a purchase order or contract will create a binding contract. Further, they agree to fully comply with all terms and conditions as set forth in the Judicial Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

=====

\_\_\_\_\_  
FIRM SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WEB SITE:

\_\_\_\_\_  
E-MAIL ADDRESS:

MARICOPA COUNTY, ARIZONA

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

ATTACHMENT C  
OFFEROR REFERENCES

**FIRM SUBMITTING PROPOSAL:** \_\_\_\_\_

1.      COMPANY NAME: \_\_\_\_\_  
         ADDRESS: \_\_\_\_\_  
         CONTACT PERSON: \_\_\_\_\_  
         TELEPHONE:     (    ) \_\_\_\_\_
  
2.      COMPANY NAME: \_\_\_\_\_  
         ADDRESS: \_\_\_\_\_  
         CONTACT PERSON: \_\_\_\_\_  
         TELEPHONE:     (    ) \_\_\_\_\_
  
3.      COMPANY NAME: \_\_\_\_\_  
         ADDRESS: \_\_\_\_\_  
         CONTACT PERSON: \_\_\_\_\_  
         TELEPHONE:     (    ) \_\_\_\_\_
  
4.      COMPANY NAME: \_\_\_\_\_  
         ADDRESS: \_\_\_\_\_  
         CONTACT PERSON: \_\_\_\_\_  
         TELEPHONE:     (    ) \_\_\_\_\_
  
5.      COMPANY NAME: \_\_\_\_\_  
         ADDRESS: \_\_\_\_\_  
         CONTACT PERSON: \_\_\_\_\_  
         TELEPHONE:     (    ) \_\_\_\_\_



ATTACHMENT D

CONTRACTOR INFORMATION

IN OUR CONTINUING EFFORT TO INSURE THAT OUR CONTRACTOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:

LEGAL NAME OF ORGANIZATION/INDIVIDUAL: \_\_\_\_\_

DOING BUSINESS AS (IF APPLICABLE): \_\_\_\_\_

FEDERAL TAX ID NUMBER: \_\_\_\_\_ MARICOPA COUNTY VENDOR NUMBER: \_\_\_\_\_

OWNERSHIP STATUS: INDIVIDUAL/ SOLE PROPRIETOR: \_\_\_\_\_ CORPORATION: \_\_\_\_\_ PARTNERSHIP: \_\_\_\_\_ OTHER: \_\_\_\_\_

CORPORATE ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

WEB SITE ADDRESS: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

ADDITIONAL ADDRESS FOR: \_\_\_\_\_ P.O. \_\_\_\_\_ ACCTS RECEIVABLE \_\_\_\_\_ SOLICITATIONS \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

ADDITIONAL ADDRESS FOR: \_\_\_\_\_ P.O. \_\_\_\_\_ ACCTS RECEIVABLE \_\_\_\_\_ SOLICITATIONS \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

ADDITIONAL ADDRESS FOR: \_\_\_\_\_ P.O. \_\_\_\_\_ ACCTS RECEIVABLE \_\_\_\_\_ SOLICITATIONS \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

NOTE: NO PREFERENCE IN AWARDING CONTRACTS IS GIVEN TO CONTRACTORS REGISTERED WITH MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT, HOWEVER, YOU MUST REGISTER AS A CONTRACTOR IF AWARDED A CONTRACT IN ORDER TO FULFILL THE CONTRACTUAL REQUIREMENTS. CONTACT MATERIALS MANAGEMENT AT (602) 506-8707 FOR A REGISTRATION PACKET.

I HEREBY CERTIFY THAT:

1. I AM DULY AUTHORIZED TO CERTIFY THE INFORMATION REQUESTED HEREIN.
2. TO THE BEST OF MY KNOWLEDGE, THE ELEMENTS OF THE INFORMATION PROVIDED HEREIN ARE ACCURATE AND TRUE AS OF THIS DATE.
3. MY ORGANIZATION SHALL COMPLY WITH ALL STATE STATUTES AND FEDERAL EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS AND CONDITIONS OF EMPLOYMENT IN ACCORDANCE WITH A.R.S. TITLE 41, CHAPTER 9, ARTICLE 4 AND EXECUTIVE ORDER NUMBER 75-5 DATED APRIL 28, 1975.
4. MY ORGANIZATION SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF SOLICITATIONS AND CONTRACTUAL DOCUMENTS, REGULATIONS AND LAWS, AND POLICIES AND PROCEDURES SET FORTH IN THE MARICOPA COUNTY PROCUREMENT CODE APPLICABLE TO THE TYPE OF PROCUREMENT (SERVICE OR COMMODITY).

PRINTED OR TYPED NAME

TITLE

SIGNATURE

DATE

ATTACHMENT D (CONTINUED NEXT PAGE)



Form W-9.doc

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).  
**However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+		+			
or								
Employer identification number								
		+						

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



**EXHIBIT 1**

**LETTER OF TRANSMITTAL**

(To be typed on the letterhead of Offeror)

Maricopa County Department of Materials Management  
320 West Lincoln,  
Phoenix, Arizona 85003

Re: RFP Number – 04110-RFP

To Whom It May Concern:

The undersigned, \_\_\_\_\_ (herein referred to as the "Offeror"), hereby submits its response to your Request for Proposal dated \_\_\_\_\_, and agrees to supply and furnish to you, all in accordance with the terms and specifications and conditions that are detailed in said Request for Proposal as set forth in the attachment hereto.

Offeror hereby acknowledges and recognizes that, if this proposal is accepted by the Judicial Branch Unit, such acceptance will form a contract, and that Offeror shall thereupon be contractually obligated to carry out its responsibilities respecting the services hereinabove described. Further, Offeror recognizes that failure to furnish such goods and services will result in liability to the Judicial Branch Unit as specified in the aforementioned Request for Proposal.

Kindly advise this in writing on or before \_\_\_\_\_ if you should desire to accept this proposal.

Very truly yours,

\_\_\_\_\_

**EXHIBIT 2  
COVERED SERVICES**

Covered Services	Place of Service	Questions/Comments:
HEALTH ASSESSMENT	Internal	Taken care of at the Jail
EMERGENCY MEDICAL SERVICES	External	If this is an ER visit, claim form would be generated and sent to Vendor. Vendor would pay provider.
MEDICATIONS		
Prescription Drugs	Internal	This is not a service covered by Vendor
Over the Counter	Internal	This is not a service covered by Vendor.
SICK CALL	Internal	Taken care of at the Jail
Sick Care Treatment		
MATERNITY CARE	External	
OB/GYN Specialist/Physician office Visit		
Hospital		Claim generated for hospital stay, sent to Vendor. Vendor would pay provider.
Physician Delivery		Vendor would pay the provider
OUTPATIENT SURGERY	External	Claim generated for surgery sent to Vendor. Vendor would pay provider.
Facility Charge		
AMBULANCE	External	Claim generated and sent to Vendor. Vendor would pay provider.
Emergency Ambulance Services		
MENTAL HEALTH		
Restore To Competency	Internal	Taken care of at the Jail
Hospital Psychiatric Services		
Seriously Mental ILL (SMI)		
DIAGNOSTIC SERVICES OFF-SITE		
Laboratory testing	External	Claim generated and sent to Vendor. Vendor would pay provider.
X-ray series		Claim generated and sent to Vendor. Vendor would pay provider.
Endoscopy		Claim generated and sent to Vendor. Vendor would pay provider.
DENTAL TREATMENT YOU REQUEST	Internal/only very few External	Claim generated and sent to Vendor. Vendor would pay



		provider.
HOSPITAL ADMISSIONS	External	Claim generated and sent to Vendor. Vendor would pay provider.
REFERRAL SPECIALIST  Specialist on-site  Specialist off-site includes Telemedicine	External	Referral received. Claim generated and sent to Vendor. Vendor would pay provider.
JUVENILES REMANDED AS ADULTS	Internal	Taken care of at the Jail
COMMUNICABLE DISEASES  Tuberculosis Sexually Transmitted Disease HIV/AIDS	Internal	Taken care of at the Jail
LICE	Internal	Taken care of at the Jail
MEDICAL DIETS	Internal	Taken care of at the Jail

### EXHIBIT 3 RESPONSIBILITY MATRIX

Activity	Vendor	CHS	Notes
Inmate Eligibility	X	X	Per authorized claim
ID Card Production	N/A	N/A	
Directory Production	N/A	N/A	
SPD Production		X	CHS produces an inmate handbook
Redirect Claim Payment Responsibility to Vendor		X	
Pay Claims	X		
Contracting		X	
Provider Data Updates (Receipt)		X	
Credentialing		X	
Provider Data Updates (Loading)	X		
Provider Inquiry/Service	X		
Provider Appeals	X	X	CHS makes medically necessary determinations
Referral Directory Production/Distribution	N/A	N/A	
Provider Education		X	
Pre-Certification		X	
Concurrent Review		X	
Case Management		X	
Reporting	X	X	

Notes: **Eligibility Management**

- 1) CHS can e-mail and have the vendor enter
- 2) CHS can have access to this module and enter the inmate eligibility
- 3) CHS sends a monthly tape of eligible to vendor

**Benefit Plan = Set of benefit terms**

- 1) CHS will need to define the benefit terms
- 2) Vendor should be able to set up the benefit terms with appropriate codes

**Contracts = Set of contract terms**

- 1) CHS will need to make sure that the vendor has a copy of all of their contracts
- 2) Vendor will need to build contracts w/contract terms (down to code level) (each benefit term needs corresponding contract terms)
- 3) CHS will need to make sure there is a maintenance process in place for contract updates (adds, changes, deletes)
- 4) Vendor will need a maintenance process for updates (adds, changes, deletes)

**Provider Network**

- 1) CHS will manage and educate the provider network
- 2) Vendor will link providers to their contracts

## **EXHIBIT 4**

### **TPA CONTRACTOR'S SCOPE OF SERVICE**

The following is a list of standard services required from the TPA:

- HIPAA and other regulatory compliance
- System security element
- Benefits administration and adjudication
- Financial management and reporting
- Healthcare cost reporting
- Third party links
- HMO logic
- Provider customer service
- Plan/Benefits including per diem payment methodologies
- Remittance advise
- Dental features
- Stop loss features
- Subrogation
- Benchmarking
- Contract management assistance
- Data warehouse
- Claim remark type
- Various fee schedules
- Facility profiling
- Provider profiling
- Medical review of claims to occur conjointly between CHS and TPA
- Claim guidelines for prior authorization
- Electronically connect authorizations to claims
- Disease state analysis based upon claims data
- Internal claims audits to ensure payment accuracy and consistency
- Reports to advise number of incoming claims
- Reports to advise amount of claims payment
- Reports to advise status of claims
- Reports to advise aging of claims
- Reports to advise denial rate and reason
- Reports to advise quality of claims payment process
- Reports to advise standards for claims processing
- Reports to advise timeliness claims process

## EXHIBIT 5 QUESTIONNAIRE

Please complete each item completely and in the order shown. **Responses to this Questionnaire are required to be submitted with your Proposal. MANDATORY** Clear reference to readily accessible back-up material, e.g., plan documents, reports, charts, etc. is acceptable. Incomplete or inaccurate answers may result in the disqualification of the Proposal. *Answers should be inserted directly below (INSERTED WITHIN THIS DOCUMENT) each respective question.*

### 1.0 Ownership.

- 1.1 Who is the owner (sponsor) of the plan, e.g., commercial carrier, dental group, etc.?
- 1.2 Do you have any plans to merge, sell, or otherwise change, (e.g., change management contracts or personnel), your current organization structure?
- 1.3 If you plan to merge, sell or otherwise change your current organization structure please explain.
- 1.4 Provide your two (2) most recent audited financial reports that are usually given to stockholders. These reports should include a Balance Sheet, Income Statement, and Statement of Changes in Financial Position.

### 2.0 Account Management.

- 2.1 Provide a biography of the Account Manager who would be the primary contact for Correctional Health Services' (CHS) staff. Provide biographies of any other member who will have routine interaction with CHS staff.
- 2.2 Please describe an ideal mix of skills between CHS and your organization that will ensure a successful implementation and ongoing account management.

### 3.0 Technology.

- 3.1 What is the name of your Claims Payor System?
- 3.2 Is your System fully integrated? Please provide a high level schematic of your Claims Payor System.
- 3.3 Do you plan to revise the claims system or system hardware?
- 3.4 If you plan any revisions in your claims system or system hardware, when do you plan to make the changes and to what extent?
- 3.5 What initiatives have you implemented to ensure your Claims Payor System is HIPAA compliant?
- 3.6 How can CHS transmit eligibility data to your System? Confirm that your System can accept files electronically. Is there a fee associated with setting this process up?

### 4.0 Customer Service.

- 4.1 Where is the Customer Service Center that would handle our account located?
- 4.2 What are the hours of operation of the Customer Service Center?
- 4.3 What is your staffing pattern for the Customer Service Center?
- 4.4 Will additional staff be added to the Customer Service Center to accommodate our account?
- 4.5 Describe the structure of your organization (include customer services, claims processing, provider services eligibility, account management, billing).

## Exhibit 5 – Questionnaire (Continued)

- 4.6 List the specific functions of the Customer Service Center.
- 4.7 Will you provide a dedicated customer service team to handle inquiries related to CHS?
- 4.8 Describe your Customer Service Tracking System and reporting capabilities.
- 4.9 Provide to CHS documentation of previous internal audit results for the past two (2) years.
- 4.10 On the average, how long does it take to speak to a Customer Service Center representative?
- 4.11 What is your call abandonment rate at the Customer Service Center?
- 4.12 Please provide your Customer Service Center metrics for the last three (3) months.
- 4.13 Please describe your service guarantees.
- 4.14 Do you have an online tool where CHS can check the status of customer service issues?
- 5.0 Billing Process.
  - 5.1 Describe your billing process (frequency, due dates, grace period, late payment procedures, interest penalties, etc.) and system for monthly fees and claims reimbursement.
  - 5.2 Provide a sample monthly invoice.
- 6.0 Implementation/Enrollments.
  - 6.1 Provide a detailed implementation timeline outlining tasks, dates, roles and responsibilities assuming a *October 1, 2004* effective date.
  - 6.2 Describe the members of your team who will be involved in the implementation prior to October 1, 2004.
  - 6.3 Please indicate brief biographies on these members of your team who will be involved in the implementation which reflect the expertise they bring to the implementation.
  - 6.4 Please indicate if there are any additional implementation costs not already included in your fees.
- 7.0 Performance Guarantees.
  - 7.1 Are you willing to negotiate and implement performance guarantees?
  - 7.2 Do you have a standard performance guarantee?
  - 7.3 Provide a copy of your standard performance agreement, if any.
  - 7.4 Are you willing to deviate from the standard performance agreement?
  - 7.5 Describe any areas in which you are unwilling to deviate from your standard performance.
- 8.0 Claims Processing.
  - 8.1 At what geographic location will claims be processed?
  - 8.2 What is your targeted turnaround time for processing a clean claim from the time that it is received in your mailroom?
  - 8.3 What is your average turnaround time in the claims processing center that will process the CHS claims?

## Exhibit 5 – Questionnaire (Continued)

### 8.4 Describe your claims facilities and procedures, including:

- 8.4.1 The percentage of claims undergoing review prior to payment and subsequent to payment.
- 8.4.2 Measures taken to prevent fraud by your own employees related to claims processing and claim/draft control.
- 8.4.3 When can the System be overridden and by whom?
- 8.4.4 Measures taken to prevent fraud by providers.
- 8.4.5 Your guidelines with respect to detection of and action on overcharges, unnecessary procedures, multiple procedures and other cost control programs you may utilize.
- 8.4.6 Your procedures for detecting duplicate payments and recovering such amounts from providers.
- 8.4.7 Your procedures for handling claim inquiries from providers.
- 8.4.8 Your procedures for handling claim inquiries from CHS.
- 8.4.9 Provide documentation of all case specific internal audits to CHS.
- 8.4.10 Describe your administration of maximum allowable charges including:
  - 8.4.10.1 How do you define/determine the maximum allowable charge for an out-of-network provider?
  - 8.4.10.2 If your reimbursement methodology differs from usual, reasonable and customary, please fully describe your methodology and answer all remaining questions appropriately for the process you have described.
    - 8.4.10.2.1 Describe the data used to develop reasonable and customary screens.
    - 8.4.10.2.2 At what percentile do you consider charges “reasonable and customary”?
    - 8.4.10.2.3 How many different geographic area screens do you maintain?
    - 8.4.10.2.4 What procedures, if any, are excluded from your “reasonable and customary” screens?
    - 8.4.10.2.5 Can you pay out-of-network claims at the 90<sup>th</sup> or 80<sup>th</sup> percentile of reasonable and customary?
    - 8.4.10.2.6 If you cannot pay out-of-network claims at the 90<sup>th</sup> or 80<sup>th</sup> percentile of reasonable and customary, please explain.
    - 8.4.10.2.7 Do you employ a Relative Value Study System? If so, which one?
  - 8.4.11 Explain your provider appeal process.

### 9.0 Eligibility.

#### 9.1 Describe your process for handling eligibility exceptions.

Exhibit 5 – Questionnaire (Continued)

- 9.2 In event of an emergency, state your average turnaround time for loading eligibility from paper forms.
- 9.3 State your average turnaround time for loading eligibility files.
- 9.4 Due to privacy concerns, can you accept a unique seven digit alpha numeric identifier that differs from Social Security for participant tracking and administration purposes?
- 9.5 Describe your website self-service capabilities for providers and CHS.
- 9.6 Do you have online access where CHS can check on the eligibility status of an inmate?
- 10.0 Reporting.
  - 10.1 Provide a sample of your standard reporting package. Does this include a claims paid by month incurred matrix?
  - 10.2 State the frequency of the reports to be provided in the reporting package.
  - 10.3 Can standard reports be distributed – electronically or in paper format?
  - 10.4 Confirm that the cost of your standard reports is included in your stated rates.
  - 10.5 Do you have a query tool available where CHS can generate ad hoc reports?
  - 10.6 Are ad hoc reports available upon request and if so, how are they charged?
- 11.0 Rating/Financials.
  - 11.1 Describe in detail the funding arrangement you are proposing.
  - 11.2 Please fully describe your reimbursement of out-of-network claims.
  - 11.3 What are the options available for out-of-network reimbursement?
  - 11.4 What would the cost impact be to CHS to offer other out-of-network options?
  - 11.5 Describe the financial obligations of CHS in the event of contract termination for incurred, unpaid claims.
- 12.0 Medical Benefit Administration.
  - 12.1 Will you administer the plan exactly as described in the Scope of Work? If not, thoroughly explain the changes you would require and the reasons for them.
  - 12.2 Describe your claims facilities and procedures, including:
    - 12.2.1 Your administration of “coordination of benefits” (COB) procedures including how potential COB claims are identified and investigated. Give the average COB savings for non-Medicare eligible as a percent of paid claims. Can you show COB and Medicare savings by client?
    - 12.2.2 Your standard procedure for internally auditing claims, including automatic audits of large claims or requirements for supervisory approval. Please state the dollar thresholds if applicable.
    - 12.2.3 The percentages of medical claims undergoing quality review both (a) prior to payment, and (b) subsequent to payment.

Exhibit 5 – Questionnaire (Continued)

12.2.4 Your procedure for auditing hospital bills.

12.2.5 Your guidelines with respect to detection of and action on duplicate claims and overcharges and other cost control programs you may utilize.

12.2.6 Describe your claims appeal process and timing protocol for processing appeals.

12.3 Please provide samples of the following:

12.3.1 All statistical claim studies available (with an indication of the frequency, cost and timeliness of such studies) including, but not limited to:

	<u>Report</u>	<u>Frequency</u>
12.3.1.1	Claim savings due to provider discounts, usual, customary and reasonable screens, coordination of benefits, employee co-payments, and ineligible charges.	Quarterly
12.3.1.2	Listing of aggregate claims payments.	Monthly
12.3.1.3	Claims by sub-line, i.e., hospital outpatient, surgery, primary care, physician specialist, etc.	Quarterly
12.3.1.4	Listing of any individual claims in excess of \$35,000 per calendar year.	Quarterly
12.3.1.5	Analysis of the average length of stay by diagnosis for hospital admission.	Quarterly
12.3.1.6	Claim office processing statistics (claims received, claims processed, claims unprocessed, claims pended, claims suspended, turnaround time).	Monthly
12.3.1.7	Claims by diagnostic category.	Quarterly

12.3.2 Remits.

12.4 Do you agree to provide documentation of internal audit results on a quarterly basis to CHS per the Scope of Work?

12.5 State your definitions of a claim transaction and the following statistical measures. Based on these definitions, provide the performance statistics for the last 12 months for the claims processing unit(s) that will be assigned to this account for medical claims processing. Do the turnaround time statistics relate to mailing of EOBs or checks and if not mailed coincidentally, describe the cause of the variance? Show in-network and out-of-network measures separately.

12.5.1 Turnaround time.

12.5.2 Financial accuracy.

12.5.3 Payment accuracy.

12.5.4 Procedural accuracy.



**EXHIBIT 6**  
**CURRENT/TERMINATED CONTRACTS**

FIRM SUBMITTING PROPOSAL: \_\_\_\_\_

**Current Contracts:**

1.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Telephone: (\_\_\_\_) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_
2.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Telephone: (\_\_\_\_) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_
3.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Telephone: (\_\_\_\_) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Terminated Contracts (Within Last Two (2) Years)**

1.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Telephone: (\_\_\_\_) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_
2.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Telephone: (\_\_\_\_) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_
3.     Company Name: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Telephone: (\_\_\_\_) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_